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3-6-1959

Kosher Meat Markets of New York, New York and Amalgamated Meat Cutters and Butcher Workmen Local 234

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Kosher Meat Markets of New York, New York and Amalgamated Meat Cutters and Butcher Workmen Local 234

Location

New York, NY

Effective Date

3-6-1959

Expiration Date

12-17-1960

Number of Workers

1800

Employer

No employer specified

Union

Hebrew Butcher Workers Union of Greater New York

Union Local

234

NAICS

44

Sector

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Item ID

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Comments

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Memorandum of Agreement made this Day of 195...
by and between

hereinafter referred to as the EMPLOYER and the HEBREW BUTCHER WORKERS UNION OF GREATER NEW YORK, Local 234 of the Amalgamated Meat Cutters & Butcher Workmen of North America, affiliated with the A.F.L.-C.I.O., Central Trades and Labor Council, United Hebrew Trades, hereinafter referred to as the Union, for and in behalf of the members thereof now employed and hereafter to be employed by the Employer, and collectively designated as employees:

Witnesseth:

Whereas, the Employer hereby recognizes the Union aforementioned as the only organization truly representing the HEBREW BUTCHER WORKERS OF GREATER NEW YORK, and their interests.

Now, Therefore, in consideration of the sum of one (\$1.00) dollar each to the other in hand paid, the receipt of which is hereby mutually acknowledged, and in consideration of the mutual promises hereinafter set forth, the said parties hereto agree to and with each other as follows:

FIRST: The Employer shall employ solely and exclusively butchers who are members in good standing of the Union and no others as butchers in the shop or shops of the Employer. The term "butcher work" as used in this contract shall relate to all activities connected with the handling, cutting, preparing, processing, or sale of meats, poultry, provisions and allied products and such items as are sold incidentally or for the convenience of the customer.

SECOND: The Union shall furnish the Employer to the best of its ability and within a reasonable time, with such employees as the Employer may reasonably require, on the terms and conditions contained in this agreement.

THIRD: The Employer agrees to recognize and deal with such representatives of the Union as it may elect or appoint. The Employer further agrees to permit duly accredited representatives of the Union to visit his shop or shops at any time during working hours.

FOURTH: The Employer will not employ any persons through any source except through the said Union and that he will not negotiate with anybody regarding the proposed hiring of persons, except through duly authorized officers of said Union.

FIFTH: The Employer shall pay his employees their wages and for work done for him, weekly on a prescribed day.

VACATIONS:

SIXTH: (a) Workers shall receive two weeks (10 working days) vacation with pay each year. Those not working a full year shall receive one (1) day's pay for every month of employment.

(b) Workers employed by the same employer continuous for 10 or more years shall receive three (3) weeks (15 working days) vacation with pay each year.

(c) Vacations shall be taken in July and August; the vacation schedule to have regard for the employer's needs.

(d) Whenever a recognized holiday falls within the vacation period, the vacation shall be extended an additional day.

(e) In the event of lay-offs, sale, transfer or other termination of employer's business, vacation pay shall become immediately due and payable upon the happening of such event.

(f) Vacation pay is deemed to be wages payable and enforceable as such.

(g) Vacations shall not effect payments under section 13 (a) hereof, which shall continue, and any replacements during vacation periods, payments to the Distress & Benefit Fund are not to be duplicated.

JURY SERVICE

SEVENTH: The Employer shall pay to employees on Jury Service a sum equal to three (3) days pay.

SHIVAH OBSERVANCE

EIGHTH: Employees shall be entitled to three (3) days pay for time lost as a result of Shivah Observance.

SCHEDULE OF WORKING HOURS

NINTH: A week's work shall consist of 43½ hours, except during July and August, which shall be 42½ hours, to be divided into five working days. The number of hours each work day shall be continuous, except for an interval of one half hour for breakfast, one hour for lunch. The following shall be the schedule for both seasons.

Manager and Regular Workers Schedule of Working Hours

(A)

ALL YEAR, EXCEPT JULY AND AUGUST		JULY AND AUGUST
MONDAY	7:00 A.M. to 5:00 P.M.	7:00 A.M. to 5:00 P.M.
TUESDAY	7:00 A.M. to 5:00 P.M.	7:00 A.M. to 5:00 P.M.
WEDNESDAY	7:00 A.M. to 6:00 P.M.	7:00 A.M. to 5:00 P.M.
THURSDAY	7:00 A.M. to 6:00 P.M.	7:00 A.M. to 6:00 P.M.
FRIDAY	7:00 A.M. to 4:00 P.M.	7:00 A.M. to 4:00 P.M.

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(b) In such shop or shops where the Employer is himself not actively engaged in management, but entrusts such management to another, such person shall be a Union man and shall be known as manager and shall receive the minimum of \$110.00 per week.

(c) The minimum scale of wages shall be \$90.00 per week to a week worker. The minimum scale to a day worker shall be \$20.00 per day.

TENTH: Employer shall pay his worker for all Jewish Holidays.

Hours and Conditions of Employment in Mountain and Seashore Resorts

ELEVENTH: (a) Employers who conduct kosher meat businesses in the Catskill Mountains or seashore resorts shall apply to the Union for Butchers and accept none but those bearing authentic working cards.

(b) Employer's contributions to the Distress and Benefit Fund shall be \$60.00 per worker for the full summer season of ten weeks, payable in advance of the workers commencement of work.

(c) The work week of resort workers shall be five days divided as specified in the schedules set forth in the Schedule under paragraph "Ninth A."

(d) In the event overtime becomes necessary, Union and Employer will work out a schedule of hours and premium pay therefor.

(e) The same provisions concerning minimum pay set forth in paragraph Ninth subdivision (b) and (c) shall apply to resort workers.

Schedule of Holidays for the Year 1959

THURSDAY	January 1, 1959	New Year's Day — NO WORK
SUNDAY	February 22, 1959	Washington's Birthday — NO WORK (celebrated on Monday, February 23, 1959)
SATURDAY	May 30, 1959	Decoration Day — NO WORK
SATURDAY	July 4, 1959	Independence Day — NO WORK
MONDAY	September 7, 1959	Labor Day — NO WORK
TUESDAY	November 3, 1959	Election Day — 2 hours off for voting
THURSDAY	November 26, 1959	Thanksgiving Day — NO WORK

Since **Decoration Day**, 1959, falls on Saturday employees will not work on the following Monday, June 1st, 1959.

Since **INDEPENDENCE DAY**, 1959 falls on Saturday, employees will not work on Monday, July 6th, 1959.

Employers shall have the right to require their employees to work on Monday, June 1st, 1959 and Monday, July 6th, 1959 on payment of one-fifth the regular weekly wage.

Employers requiring services of men on **THANKSGIVING DAY**, may, upon request to the Union, obtain such services and shall pay to each worker so working one-fifth of his weekly wages for such day's work.

Overtime

TWELFTH: No more than two (2) hours overtime will be permitted by the Union to be worked from Monday through Thursday after 5:00 P.M. or 6:00 P.M., whichever is the regular finishing time. There shall be no overtime permitted on Friday. It is understood that overtime work must be authorized by a representative of the Union in writing. Overtime pay shall be \$3.00 per hour.

Jewish Holidays and Working Schedules

PASSOVER — FIRST DAYS

MONDAY	April 20th, 1959	Work from 7:00 A.M. to 5:00 P.M.
TUESDAY	April 21st, 1959	Work from 7:00 A.M. to 5:00 P.M.
WEDNESDAY	April 22nd, 1959	Work from 7:00 A.M. to 6:00 P.M.
THURSDAY	April 23rd, 1959	NO WORK
FRIDAY	April 24th, 1959	NO WORK

PASSOVER — SECOND DAYS

MONDAY	April 27th, 1959	Work from 7:00 A.M. to 5:00 P.M.
TUESDAY	April 28th, 1959	Work from 7:00 A.M. to 5:00 P.M.
WEDNESDAY	April 29th, 1959	NO WORK
THURSDAY	April 30th, 1959	NO WORK

SHEVOUTH

MONDAY	June 8th, 1959	Work from 7:00 A.M. to 5:00 P.M.
TUESDAY	June 9th, 1959	Work from 7:00 A.M. to 5:00 P.M.
WEDNESDAY	June 10th, 1959	Work from 7:00 A.M. to 6:00 P.M.
THURSDAY	June 11th, 1959	Work from 7:00 A.M. to 6:00 P.M.
FRIDAY	June 12th, 1959	NO WORK
SATURDAY	June 13th, 1959	NO WORK

ROSH HASHONAH

WEDNESDAY	September 30, 1959.....	Work from 7:00 A.M. to 6:00 P.M.
THURSDAY	October 1, 1959.....	Work from 7:00 A.M. to 6:00 P.M.
FRIDAY	October 2, 1959.....	Work from 7:00 A.M. to 4:00 P.M.
SATURDAY	October 3, 1959.....	NO WORK
SUNDAY	October 4, 1959.....	NO WORK

YOM KIPPUR

WEDNESDAY	October 7, 1959.....	Work from 7:00 A.M. to 6:00 P.M.
THURSDAY	October 8, 1959.....	Work from 7:00 A.M. to 6:00 P.M.
FRIDAY	October 9, 1959.....	Work from 7:00 A.M. to 4:00 P.M.
MONDAY	October 12, 1959.....	NO WORK

SUCCOTH — FIRST DAYS

WEDNESDAY	October 14, 1959.....	Work from 7:00 A.M. to 6:00 P.M.
THURSDAY	October 15, 1959.....	Work from 7:00 A.M. to 6:00 P.M.
FRIDAY	October 16, 1959.....	Work from 7:00 A.M. to 4:00 P.M.
SATURDAY	October 17, 1959.....	NO WORK
SUNDAY	October 18, 1959.....	NO WORK

SUCCOTH — SECOND DAYS

WEDNESDAY	October 21, 1959.....	Work from 7:00 A.M. to 6:00 P.M.
THURSDAY	October 22, 1959.....	Work from 7:00 A.M. to 6:00 P.M.
FRIDAY	October 23, 1959.....	Work from 7:00 A.M. to 4:00 P.M.
SATURDAY	October 24, 1959.....	NO WORK
SUNDAY	October 25, 1959.....	NO WORK

Schedule of Holidays for the Year 1960

FRIDAY	January 1, 1960.....	New Year's Day — NO WORK
MONDAY	February 22, 1960.....	Washington's Birthday — NO WORK
MONDAY	May 30, 1960.....	Decoration Day — NO WORK
MONDAY	July 4, 1960.....	Independence Day — NO WORK
MONDAY	September 5, 1960.....	Labor Day — NO WORK
TUESDAY	November 8, 1960.....	Election Day — 2 hours off for voting
THURSDAY	November 24, 1960.....	Thanksgiving Day — NO WORK

(Employers requiring services of men on Decoration Day or Thanksgiving Day, may upon request to the Union, obtain such services and shall pay to each worker so working one-fifth of his weekly wages for each such day's work.)

JEWISH HOLIDAYS AND WORKING SCHEDULE — 1960

PASSOVER — FIRST DAYS

THURSDAY	April 7th, 1960.....	Work from 7:00 A.M. to 6:00 P.M.
FRIDAY	April 8th, 1960.....	Work from 7:00 A.M. to 4:00 P.M.
MONDAY	April 11th, 1960.....	Work from 7:00 A.M. to 5:00 P.M.
TUESDAY	April 12th, 1960.....	NO WORK
WEDNESDAY	April 13th, 1960.....	NO WORK

PASSOVER — SECOND DAYS

THURSDAY	April 14th, 1960.....	Work from 7:00 A.M. to 6:00 P.M.
FRIDAY	April 15th, 1960.....	Work from 7:00 A.M. to 4:00 P.M.
MONDAY	April 18th, 1960.....	NO WORK
TUESDAY	April 19th, 1960.....	NO WORK

SHEVOUTH

MONDAY	May 30th, 1960.....	Decoration Day — NO WORK
TUESDAY	May 31st, 1960.....	Work from 7:00 A.M. to 5:00 P.M.
WEDNESDAY	June 1st, 1960.....	NO WORK
THURSDAY	June 2nd, 1960.....	NO WORK

ROSH HASHONAH

MONDAY	September 19, 1960.....	Work from 7:00 A.M. to 5:00 P.M.
TUESDAY	September 20, 1960.....	Work from 7:00 A.M. to 5:00 P.M.
WEDNESDAY	September 21, 1960.....	Work from 7:00 A.M. to 6:00 P.M.
THURSDAY	September 22, 1960.....	NO WORK
FRIDAY	September 23, 1960.....	NO WORK

YOM KIPPUR

WEDNESDAY	September 28, 1960.....	Work from 7:00 A.M. to 6:00 P.M.
THURSDAY	September 29, 1960.....	Work from 7:00 A.M. to 6:00 P.M.
FRIDAY	September 30, 1960.....	Work from 7:00 A.M. to 4:00 P.M.
SATURDAY	October 1, 1960.....	NO WORK

SUCCOTH — FIRST DAYS

MONDAY	October	3, 1960.....	Work from 7:00 A.M. to 5:00 P.M.
TUESDAY	October	4, 1960.....	Work from 7:00 A.M. to 5:00 P.M.
WEDNESDAY	October	5, 1960.....	Work from 7:00 A.M. to 6:00 P.M.
THURSDAY	October	6, 1960.....	NO WORK
FRIDAY	October	7, 1960.....	NO WORK

SUCCOTH — SECOND DAYS

MONDAY	October	10, 1960.....	Work from 7:00 A.M. to 5:00 P.M.
TUESDAY	October	11, 1960.....	Work from 7:00 A.M. to 5:00 P.M.
WEDNESDAY	October	12, 1960.....	Work from 7:00 A.M. to 6:00 P.M.
THURSDAY	October	13, 1960.....	NO WORK
FRIDAY	October	14, 1960.....	NO WORK

THIRTEENTH: (a) The employer shall pay to the Distress and Benefit Fund of the Hebrew Butcher Workers Union, Local 234, the sum of six dollars (\$6.00) per week for each worker employed and covered by this agreement, during such employment. Such payments shall be made in installments based upon number of employees. Such installments shall be made on the first working day in January, April, July and October. At option of employer payment may be made upon the signing of this agreement for the entire year based upon the number of men then working. Any excess of payments or adjustments due to fluctuation in number of men employed shall be refunded, credited or paid when ascertained.

(b) Employer shall pay for employees working on a daily basis One Dollar (\$1.00) for the Distress and Benefit Fund, for each day worked to be paid to the employee together with his wages; such payment of One Dollar (\$1.00) a day to the employee shall be deemed payment to the Union, which shall send receipt therefor, the day of receiving same or as soon thereafter as conveniently possible.

FOURTEENTH: The Employer agrees that he will not during the term of this agreement, extensions or renewals thereof, either directly or indirectly, enter into any contract or arrangement dealing with the hiring of butchers with any associations, organization or corporation claiming to be a labor union or claiming to act on behalf of the workers in the butcher industry and this agreement shall supersede any and all existing agreements which the Union may have with the Employer.

FIFTEENTH: The employment of non-union persons on any of the work done by or for the Employer in any of his shop or shops is a breach going to the very essence of this agreement and is deemed by the parties to be a lockout. The Employer shall not, nor shall any officer, director, or partner of the Employer, during the term of this contract, extension or renewal thereof, become, directly or indirectly, interested or associated with any owner or employer in any shop or shops engaged in the business covered by this agreement, which does not employ persons who are members in good standing in the Union. The provision herein covering officers, directors or partners of the Employer shall remain binding upon such officers, directors or partners of the Employer, whether they are or continue to be such officers, directors, and partners of the Employer or not.

SIXTEENTH: The Employer agrees that this contract shall cover and be binding upon the shop or shops now owned by him, or any shops that he will in the future own, whether dealing in kosher and/or fresh meats, either as an individual member of a co-partnership or as stockholder of a corporation, and further agrees that if he shall move said shop or shops or change from the sale of kosher meats to fresh meats, that this contract shall nevertheless be binding and cover the new location or changed store or stores.

SEVENTEENTH: The Employer agrees to display the Union's sign in the window announcing that he conducts a Union Shop. For its use the Employer agrees to pay the Union the sum of Ten (\$10.00) dollars each year. However, the Employer hereby agrees that said sign remain the property of the Union and that the latter shall have the right to withdraw said sign at any time during a strike or any dispute between the parties hereto. It is hereby further agreed that upon notice in writing by the Union, the Employer shall be required to cease displaying the sign and shall surrender same to the Union.

EIGHTEENTH: (a) An Employer who is an individual owner may take a partner after notice to the Union of intention to take in such partner and upon satisfactory proof that the proposed partnership is made in good faith. Such proof shall be supplied to the Union or its attorney. Evidence of good faith of the partnership shall, among others, include the following:

A partnership agreement providing for the division of profits and losses; if a trade name is used, a certified copy of the certificate of doing business filed with the County Clerk; a statement of the bank where the proposed partnership will carry its account and a certified copy of the resolution showing that the proposed partner is to sign checks with Employer; that the name of the incoming partner appears on the door or window of the store; that a change has been made in the gas, electric and telephone account, showing the entering into the business of the new partner; that accident, fire and compensation insurance is changed, has been or is being changed to bear both names of the partners. No more than two persons shall engage in work in a shop, as partners. Where partners own, operate and control more than one shop either or both of them are prohibited and agree not to perform any butcher work except in the single shop they elect to work in at the time of the signing of this agreement.

(b) This provision concerning partnerships shall be equally applicable to shops owned by corporations. No more than two officers of such corporation shall be considered as being so financially interested in the corporation as to entitle them to the rights they would have as unincorporated enterprises. In any event such officer or stockholder must by satisfactory proof show a bonafide financial interest in the corporation to entitle him to participation in the business of the corporation.

(c) An incoming partner cannot replace a union man.

(d) If the incoming partner is a member of the union and the partnership is approved then another worker is to be sent in that shop in place of the former member.

NINETEENTH: Notice in writing signed by the Union to the effect that a member is not in good standing shall be sufficient to require the employer to cease said member's employment within two weeks after said notice. Such Employer shall then obtain another union worker.

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TWENTIETH: The Employer shall not discharge any worker after employing him for a period of two weeks or more except as herein provided. To discharge such worker the Employer must first give two weeks written notice by registered mail to the Union setting forth in detail the reason for the request to discharge. If the Union finds such reason inadequate, it may reject the notice and notify the Employer of its rejection which notice must be given by the Union to the Employer not later than 14 days after the receipt of the notice of intention to discharge. If the Employer feels aggrieved at the rejection, he may, by written notice, demand that the matter be submitted to a Board of Arbitration to consist of five persons, two members to be selected by the Union, two by the Employer who must be employers under contract with the Union, and the fifth to be chosen by the four so elected to act as Impartial Chairman. A decision of the majority of the Board of Arbitration shall be final and binding upon all parties. 46/3 51/7

TWENTY-FIRST: The Employer agrees to abide by the policy of the Union relative to division of work in that he agrees to accept a substitute employee for any one day in every two weeks for each member employed by the Employer.

TWENTY-SECOND: The Employer agrees that should he require help in the poultry phase of his business, or should he be financially interested in a poultry business, apart from his butcher business, he will obtain such help from this Union and from no other source.

TWENTY-THIRD: This agreement shall go into effect immediately and remain in effect until 12 midnight of December 17th, 1960, unless written notice of desire to modify this agreement only as to wages and hours is given by either party to the other at least 30 days prior to the expiration of the first year. 44/1

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

HEBREW BUTCHER WORKERS UNION OF
GREATER NEW YORK LOCAL 234 of the
AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA,
A.F.L.-C.I.O.

By
(For the Union)

By
(Employer)

By
(Employer)